

The Solicitors' Journal.

LONDON, SEPTEMBER 8, 1883.

CURRENT TOPICS.

FOR THE FIRST TIME during the present vacation Mr. JUSTICE PEARSON disposed of the whole of his list at last Wednesday's sitting.

THE LORD CHIEF JUSTICE has, no doubt, been well advised in restricting his acceptance of the numerous invitations which have reached him from all parts of North America, but it is impossible not to regret that he should not have seen his way to accepting the offer of a reception by the bar of Canada. It is a rare occurrence for an English judge to visit a colony, and a social gathering of the bench and bar of both the mother country and the dependency would have been an event of historical and unprecedented interest to the legal profession.

ANOTHER STEP towards the completion of the Royal Courts of Justice is about to be taken in the completion of the large clock whose handless faces have so long been a mystery to passengers in the Strand. Since we have already seen policemen posted at the corner of the building on windy days to warn the public against passing beneath the clock face, it is to be hoped that, upon the completion of the machinery, arrangements will be made for the security both of the clock itself and of passers-by. It is terrible to think that the clock, if it were blown down, might probably fall upon the Griffin, and that the legal quarter of London might thus be deprived of two of its newest works of art by one common calamity.

ALTERCATIONS between the bench and the bar have happily been of rare occurrence during the last few years, and have been generally confined to the civic and criminal tribunals. The "scene" which is reported to have occurred in the Mayor's Court last week appears to have aroused an excitement scarcely justified by the cause which provoked it. The learned counsel whose name has been so prominently brought to public notice on the present occasion acted, no doubt, within his rights in pointing out an inaccurate statement made in the course of the summing up; but, as the Common Serjeant at once admitted that he had been mistaken as to the fact in question, it is to be regretted that the incident should not at once have terminated. Judges of inferior courts have, no doubt, been known to be deficient in temper and dignity; but it is always a matter of regret when they experience at the hands of the bar an aggressive treatment which would scarcely be displayed towards a judge of the High Court.

THE RULING of Sir JAMES HANNEN in *Parker v. Felgate* (L. R. 8 P. D. 171) appears to go further than any previous decision on the subject of testamentary capacity. The testatrix, who died from Bright's disease, had been of perfectly sound mental capacity at the time when she gave her solicitor instructions for her will, but had afterwards sunk into a comatose condition. A will was then drawn up by the partner of the solicitor to whom the instructions had been given, from memoranda in the handwriting of the latter, and the signature of the testatrix was written in her presence by another person. The evidence of three medical witnesses went to show that the testatrix was in a comatose condition, but was capable of being roused, so as to be able to answer questions by means of signs. The will was held before her, and she was asked if she wished Mrs. FLACK to sign it for her, and she was understood by some of the persons pre-

sent to say "Yes." The jury found, in answer to questions left to them by the PRESIDENT, (1) that the deceased did not, when she executed the will, remember and understand the instructions which she had given to her solicitor; (2) that she could not, if it had been thought advisable to rouse her, have understood each clause of the will; (3) that she was capable of understanding, and did understand, that she was executing a will for which she had given instructions. Upon these findings the court pronounced for the will, a decision which may, at first sight, seem somewhat startling, having regard to the two first findings of the jury; but Sir JAMES HANNEN had expressly directed the jury that if a person has instructed a solicitor to prepare a will, and afterwards executes an instrument which he accepts as a carrying out of those instructions, there is a valid execution, even though there is not sufficient mental capacity to go over the whole subject of the instructions again. An order nisi for a new trial was afterwards granted, but the case has since been compromised; and, therefore, the learned PRESIDENT's direction will remain an authority for the position that the execution of a will by a person in a comatose condition may be valid, although the will is signed by proxy, and although the testator no longer recollects the details of the instructions given, so long as he understands and accepts the instrument as a carrying out of those instructions.

THE CASE of *In the Goods of Ayres* (31 W. R. 660, L. R. 8 P. D. 168) is of interest as being the first instance, since the passing of the Married Women's Property Act, 1882, of a grant of letters of administration to a married woman, without the intervention of her husband. The application to the court had been rendered necessary by the husband's refusal to join in the administration bond; and, upon a consideration of the 1st, 5th, and 24th sections of the Act, Sir JAMES HANNEN at once acceded to the motion. It will be remembered that section 1 of the Act renders a married woman capable of acquiring, holding, and disposing of any real and personal property as her separate property in the same manner as if she were a *feme sole*, without the intervention of a trustee, and also capable of "entering into and rendering herself liable in respect of, and to the extent of, her separate property on any contract, . . . as if she were a *feme sole*, and her husband need not be joined with her as plaintiff or defendant, or be made a party to any action or other legal proceeding brought by or taken against her." Every "contract" entered into by a married woman is to be deemed to be "a contract with respect to, and to bind, her separate property, unless the contrary be shown." Section 5 enables a woman married before the passing of the Act "to have, and to hold, and to dispose of in manner aforesaid, as her separate property, all real and personal property, her title to which . . . shall accrue after the passing of this Act"; while by section 24 the word "contract" is to include "the acceptance of any trust, or of the office of executrix or administratrix." Sir J. HANNEN interpreted these sections as showing that the husband would neither derive any benefit nor incur any responsibility from a grant of administration to his wife. He, therefore, held that the reasons for the old practice had failed, and that the husband need no longer either consent to the grant or join in the administration bond.

ALTHOUGH SECTION 23 of the Bankruptcy Act, 1869, has given rise to many decisions, the position of an equitable mortgagee of property which the trustee disclaims has never been very clearly defined. The section provides that a trustee may disclaim land of any tenure burdened with onerous covenants, or property that is unsaleable or not readily saleable by reason of its binding the possessor thereof to the performance of any onerous act or to the payment of any sum of money, and upon the execution of such

disclaimer the property disclaimed, if a lease, is to be deemed to have been surrendered from the date of the order of adjudication, and, if any other species of property, it is to revert to the person entitled on the determination of the estate or interest of the bankrupt. This section was obviously conceived in the interest of the bankrupt and his trustee, the former being relieved from liability under any covenants into which he may have entered, and the latter being relieved from any personal liability which he may incur in his dealings with the property; but the rights of third parties claiming interest through the bankrupt are not, in terms, provided for. The section apparently applies only to cases in which the land was originally made subject to such heavy rents or to such onerous covenants that no profit would accrue to the bankrupt's estate by its retention, but it has in practice been extended, with some violence to its wording, to meet cases where land is rendered unprofitable by reason of incumbrances which must be provided for. It is now clearly settled that a disclaimer does not in any degree affect the rights of persons who claim through the bankrupt any estate or interest in the land, and, so far, the section can work no injustice where any legal mortgage has been granted; but an equitable mortgagee may find his position very prejudicially affected by a disclaimer, and may be left without any remedy that he can put in force. *In re Wilson* (20 W. R. 363, L. R. 13 Eq. 186) defines the position of a legal mortgagee of leaseholds. In that case the bankrupt had mortgaged his leasehold interest to one POUND. On an application by the trustee for leave to disclaim, BACON, C.J., refused to allow him to disclaim the lease, but allowed him to disclaim the equity of redemption. This decision is obviously just; the trustee was relieved from liability, and the mortgagee was duly protected. But, in the case of an equitable mortgage, a similar order would be useless. His remedy in equity would be to obtain a foreclosure with an order for an assignment of the legal estate, and, in default of such assignment being duly executed, he could obtain a vesting order. But if a disclaimer were allowed, his rights would be gone. He would certainly be free from any claim by the landlord to treat the lease as surrendered, but he could not well realise his security, for want of power to get in the legal estate. He might possibly sell, but a refractory tenant could give a great deal of trouble. The trustee could give him no legal estate, for the disclaimer would prevent him, and the bankrupt would have lost his interest by the very fact of his bankruptcy. He might obtain an assignment from the trustee, as in *Ex parte Buxton* (29 W. R. 28, L. R. 15 Ch. D. 289), but apparently only on somewhat onerous terms. The new Bankruptcy Act does not, in any way, assist an equitable mortgagee as regards the present point. Sub-section 2 of section 55, which deals with the effect of a disclaimer, expressly reserves the rights or liabilities of other persons. Probably, in the hurry of legislation, the question received but scant consideration, though Lord BRAMWELL, at least, must have been practically familiar with it. The difficulty could have been met by added words providing that where the property disclaimed was subject to any mortgage, the trustee might, as in *In re Wilson*, disclaim the equity of redemption, and that such disclaimer should thereupon vest the legal estate in the property in the mortgagee.

We are requested to state that there appears to have been some misapprehension as to the arrangements for the forthcoming meeting of the Incorporated Law Society at Bath. It has been stated that on the second evening of the meeting a "Smoking Concert" will be substituted for the usual ball or *conversazione*; but we learn that it has been arranged that the usual reception by the President of the Bath Law Society will take place on the second evening, while the "Smoking Concert" will be held on the same evening as the dinner, to which it will be a sequel.

In stating last week the sections of the Bankruptcy Act, 1883, which came into operation on the passing of the Act, we accidentally omitted to include section 127, which provides for the making of general rules.

Kemp's Mercantile Gazette states that the number of bills of sale published in England and Wales for the week ending September 1 was 236. The number in the corresponding week of last year was 829, showing a decrease of 593, being a net decrease in 1883, to date, of 24,584. The number published in Ireland for the same week was 8. The number in the corresponding week of last year was 27, showing a decrease of 19, being a net increase in 1883, to date, of 157.

THE BANKRUPTCY BILL IN THE HOUSE OF LORDS.

MANY of the amendments inserted in the Bankruptcy Bill by the House of Lords are of greater importance than was attached to them when they came before the House of Commons for consideration. In clause 4, which relates to acts of bankruptcy, a new act of bankruptcy was inserted in the following words:—

"If in England or elsewhere he makes any conveyance or transfer of his property, or of any part thereof, or creates any charge thereon which would, under this or any other Act, be void as a fraudulent preference if he were adjudged bankrupt."

It has long been a vexed question which has never been authoritatively decided whether what is commonly known as a fraudulent preference also constitutes an act of bankruptcy, and this new provision will set the point at rest for the future. In clause 25, which empowers the court to arrest a debtor under certain circumstances, the following proviso was inserted:—

"Provided that no arrest upon a bankruptcy notice shall be valid and protected unless the debtor before, or at the time of, his arrest shall be served with such bankruptcy notice."

The clause relating to the disclaimer by a trustee of onerous property (clause 55) also underwent some important changes. The first sub-clause as it left the House of Commons only allowed a trustee to disclaim "at any time within three months after the first appointment of a trustee." To that sub-clause the House of Lords have added the following proviso:—

"Provided that where any such property shall not have come to the knowledge of the trustee within one month after such appointment, he may disclaim such property at any time within two months after he first became aware thereof."

Sub-clause 2 has also been altered so as to read as follows (the words in italics being amendments made by the House of Lords):—

"The disclaimer shall operate to determine, as from the date of the disclaimer, the rights, interests, and liabilities of the bankrupt, and his property in, or in respect of, the property disclaimed, and shall also discharge the trustee from all personal liability in respect of the property disclaimed as from the date when the property vested in him, but shall not, except so far as is necessary for the purpose of releasing the bankrupt and his property and the trustee from liability, affect the rights or liabilities of any other person."

It will be seen that this adopts one of the suggestions made by Mr. Daniel, Q.C., in his pamphlet, which we commented upon *ante*, p. 664. In sub-clause 3, again, words were inserted to except from the provision, that a trustee shall not disclaim a lease without the leave of the court, "any cases which may be prescribed by general rules." This may save expense in trivial cases. The provision inserted in clause 72 (sub-clause 5), at the instance of Mr. Dixon-Hartland, to prevent any trustee from receiving any commission or reward from any solicitor or other person concerned in a bankruptcy was extended by the addition of the following words:—

"Nor shall he make any arrangement for giving up, or give up, any part of his remuneration either as receiver, manager, or trustee to the bankrupt, or any solicitor or other person that may be employed about a bankruptcy."

A new sub-clause was inserted in clause 99, giving the Lord Chancellor power to direct "that any specified registrar of a county court shall have and exercise all the powers of a bankruptcy registrar of the High Court"; and a new sub-clause was also inserted, in clause 102, empowering the court, in case of default by a trustee, debtor, or other person in obeying any order or direction given by the Board of Trade, or by an official receiver or officer of the Board, to make an order for the committal of the defaulting person. To clause 116, relating to the disabilities of officers, the following proviso was added:—

"Provided that nothing in this section shall affect the rights of any registrar or officer appointed before the passing of this Act to act as solicitor by himself, his clerk or partners, to the extent permitted by section 69 of the Bankruptcy Act, 1869."

Sub-clause 9 of clause 125 (which clause provides for the administration in bankruptcy of the estates of persons dying insolvent) also underwent an important change by way of limitation with regard to the effect of an administration order upon dealings by the legal personal representatives with the deceased's estate. A number of additions to clause 153, relating to officers of the Board of Trade, were also made with regard to the performance of duties by

such officers; and the proviso inserted by the Grand Committee in clause 169, providing for the immediate repeal of sections 125 and 126 of the Bankruptcy Act, 1869, at the instance of Mr. Rathbone, was struck out, and a new clause (170) inserted, which we noted last week. Some important alterations were also made in the first and second schedules. Rule 18 of the first schedule was altered very materially indeed by the simple striking out of one word. The rule provided that

"A creditor may give a special proxy to any person to vote at any specified meeting or adjournment thereof, or for or against any specific resolution, or for any specified person as trustee, or member of a committee of inspection";

but the word "or," which we have printed in italics, was struck out by the House of Lords. To rule 26, which was inserted in Grand Committee of the House of Commons, and which was directed against allowing the holder of a proxy from a creditor being allowed to vote for himself to any office of remuneration, a proviso was added which pretty well neutralises the effect of the rule as passed by the Grand Committee. The proviso inserted by the House of Lords is as follows:—

"Provided that where any person holds special proxies to vote for the appointment of himself as trustee, he may use the said proxies and vote accordingly."

In the second schedule also an amendment was made to rule 13, as to the sale of property comprised in any security held and valued by a creditor, so as not to make it compulsory that any such property should be "by public auction." And to rule 28, which gives the official receiver, before the appointment of a trustee, all the powers of a trustee with respect to proofs of debt, the following words were added:—

"And any act or decision of his in relation thereto shall be subject to the like appeal."

There are a number of other amendments made by the House of Lords, which now appear as part of the Act, but those which we have pointed out are the principal ones, the rest being mostly of a technical or drafting character, and not making any alteration of importance in any of the provisions of the Bill.

EXECUTED CONTRACTS WITH URBAN AUTHORITIES.

THE recent case of *Young v. The Mayor of Leamington* (31 W. R. 325, L. R. 8 App. Cas. 517) will, no doubt, become the leading decision as to the necessity of a seal in the case of even an executed contract entered into by an urban sanitary authority, since this is the first occasion on which the final tribunal of appeal has had to deal with section 174 of the Public Health Act, 1875 (38 & 39 Viet. c. 55), which section is, it will be remembered, in the following terms:—"With respect to contracts made by an urban authority under this Act the following regulations shall be observed—namely, (1) every contract made by an urban authority, whereof the value or amount exceeds £50, shall be in writing and sealed with the common seal of such authority; (2) every such contract shall specify the work, materials, matters, or things to be furnished," with the price, the time for the performance, and any penalty which may be provided. Sub-sections (3) and (4) deal with certain things that are to be done by the urban authority (irrespective of the other contracting party) before making any contract; and sub-section (5) provides that every such contract entered into in conformity with the section, "and duly executed by the parties thereto, shall be binding." The facts stated in the special case were very simple. The town council of Leamington, acting as an urban sanitary authority, had entered into a duly sealed contract with Charles Powis, who had undertaken to construct certain waterworks under the orders of the defendants' engineer. The contract provided that if Powis should be unable to finish the works the said engineer should be empowered to employ other persons to carry out the works at Powis's expense. Powis failed to carry out the contract, and the engineer then engaged the plaintiffs to execute the work left uncompleted, as well as certain other works not included in Powis's contract. The written contract between the plaintiffs and the corporation engineer was not sealed, but the town council had approved the report of their engineer, which had stated

the necessity of employing fresh contractors to complete the work. All the works were carried out by the plaintiffs to the satisfaction of the engineer; and the corporation had made various payments to the plaintiffs, but resisted those which formed the subject of the present action. The construction of the waterworks was not *ultra vires* of the defendants, who had taken possession of the works, and had thus enjoyed the benefit of the plaintiffs' contract.

Both the Queen's Bench Division and the Court of Appeal had given judgment for the defendants, on the ground that the contract with the plaintiffs did not bear the seal of the defendant corporation (see 30 W. R. 500, L. R. 8 Q. B. D. 579). The present Master of the Rolls observed that he had arrived at the same conclusion as the other Lords Justices, "after weeks spent in attempting to come to another"; but, since the corporation had made the contract in the capacity of an urban sanitary authority, and the amount of the contract exceeded £50, he found it impossible to get over the clear provision of the Legislature as to the necessity for sealing the contract, especially as the court had already held, in *Hunt v. The Wimbledon Local Board* (27 W. R. 123, L. R. 4 C. P. D. 48), that the provisions of section 174 of the Public Health Act were imperative. Lord Justice Lindley's observations were to the same effect: "It may be said that this is a hard and narrow view of the law; but my answer is that Parliament has thought it expedient to require this view to be taken, and it is not for this or any other court to decline to give effect to a clearly expressed statute because it may lead to apparent hardship."

An attempt was made at the bar of the House of Lords to show that the provisions of the section were directory, and not mandatory, and reliance was placed upon some of the cases before the passing of the Act in which it had been held that a corporation cannot rely upon the absence of a seal to a contract of which they have had the benefit, if it was made, as in the case before the House, for the purposes for which the corporation was created. The appellants' counsel also referred to the provision in sub-section (5), that contracts entered into in conformity with the provisions of the section, "and duly executed by the parties thereto," are to be binding.

The counsel for the corporation were not called upon, and Lord Blackburn briefly referred to some of the decisions prior to the statute, on the subject of contracts by corporations, and traced the growth of a conflict of judicial opinion on the subject. In *Church v. The Imperial Gas Company* (6 A. & E. 846) the Court of Queen's Bench, while recognising the old common law principle that contracts with a corporation can be proved only by a deed bearing the corporate seal, laid down that this is subject to an exception "whenever to hold the rule applicable would occasion very great inconvenience, or tend to defeat the very object for which the corporation was created," as in the case of the acceptance of bills of exchange, or the issue of promissory notes, by companies incorporated for trading purposes; and the court described this exception to the general rule as being founded on "convenience amounting almost to necessity." In *The Mayor of Ludlow v. Charlton* (6 M. & W. 821) the Court of Exchequer, while accepting as an authority the judgment of Lord Denman in *Church v. The Imperial Gas Company*, arrived at an opposite conclusion on the facts before them. Some twelve years later, in *Clarke v. The Cuckfield Guardians* (21 L. J. Q. B. 349), Wightman, J., sitting in the Bail Court, held that a board of guardians need not affix its seal to every contract made for the benefit of the paupers in the workhouse; but when *Smart v. The West Ham Guardians* (4 W. R. 301, 11 Ex. 867) came before the Court of Exchequer, both Parke, B., and Alderson, B., expressed their dissent from the view expressed by Wightman, J., although they were necessarily bound by his decision. On the other hand, in *Nicholson v. The Bradfield Guardians* (14 W. R. 731, L. R. 1 Q. B. 620), the Court of Queen's Bench expressly approved of the decision in *Clarke v. The Cuckfield Guardians* as being "founded on justice and convenience," and decided to follow it in preference to any inconsistent decisions in the Court of Exchequer. In Lord Blackburn's opinion, the Legislature, in view of the conflict of opinion between the two courts on the general subject of contracts with corporations, had determined to obviate all doubt in the cases of urban authorities created by the Public Health Act, 1875, by providing for the necessity of a seal whenever the subject-matter of the contract exceeds £50 in value, but not in other cases. In this view, the provisions of the Act were clear and simple, and

the questions whether the contract had been executed, or whether it had been made for the purposes of the corporation, were wholly immaterial.

With reference to the judgments of the other law lords, we need only observe that Lord Bramwell thought the words of the statute too clear to render necessary any notice of the earlier common law decisions. He pointed out that the words of sub-section (5) could not dispense with the requirements of sub-section (1), and he justified the insertion of the section in the Act as being a most valuable safeguard to the ratepayers against the making of improvident engagements by their representatives. We may add, as showing that section 174 of the Act will not receive an unreasonably strict construction, that in the recent case of *The Attorney-General v. Gaskill* (31 W. R. 135, L. R. 21 Ch. D. 519) the Court of Appeal held that an agreement by a local board for the compromise of an action is not a "contract" within the Act so as to require a seal.

It need scarcely be observed that the decision of the House of Lords, while establishing that section 174 of the Public Health Act, 1875, is imperative with reference to contracts by urban authorities, whether executed or not, does not in any way affect the common law rule as to contracts with corporations generally, and, therefore, under ordinary circumstances, the necessity for a seal to the contract will still depend upon the particular circumstances of each case.

REVIEWS.

BANKRUPTCY ACT, 1883.

THE BANKRUPTCY ACT, 1883. With Introduction, Index, and Brief Notes. By M. D. CHALMERS, Barrister-at-Law, and E. HOUGH, of the Board of Trade. Waterlow & Sons, Limited.

The present work is stated to be preliminary to a more complete treatise to be issued after the New Bankruptcy Rules and Forms have appeared. It contains a reprint of the new Act, with marginal notes referring to the corresponding provisions of the Act of 1869, and occasional short notes pointing out the object or effect of the sections and containing cross-references. A fairly full index, intelligently constructed, is added; and, in an introduction, there is given a sketch of previous legislation, extracted from the speech of Mr. Chamberlain in moving the second reading of the Bill; followed by a short statement of the objects of the new measure. The memorandum prepared by the Board of Trade, summarizing the changes in the law effected by the new Act, which we printed last week, is also given in full, and the introduction ends with a comparison of the functions of the official receivers with the similar functions of the *Juges commissaires* under the French system. The authors remark that the French system is said to work efficiently, and that, "at any rate, French bankruptcies show better dividends than English bankruptcies." The book constitutes a very handy edition of the Act, and meets very well the present wants of practitioners.

INSTITUTES OF JUSTINIAN.

IMPERATORIS JUSTINIANI INSTITUTIONUM LIBRI QUATUOR. With Introductions, Commentary, Excursus, and Translation. By J. B. MOYLE, Barrister-at-Law, and Fellow and Tutor of New College, Oxford. In two volumes. Clarendon Press.

This book is one of many recent signs that the serious study of jurisprudence has taken firm hold of Oxford. In his inaugural lecture the other day the new Vinerian professor, Mr. A. V. Dicey, well pointed out what the universities can accomplish in the training of law students and what they cannot. A university may be proud of its teaching staff which includes, in this special department, Mr. Dicey, Mr. Bryce, Mr. Holland, Mr. Frederick Pollock, and Mr. Markby. Our author, though younger than these, deserves to be reckoned among them, for he combines wide reading with an unusual talent for exposition.

Whether Mr. Moyle was altogether well advised in taking the Institutes of Justinian as the subject for his labour we must take leave to doubt. The Institutes are a text-book for students, of whom the great majority will always content themselves with getting up just so much as is necessary for examination. For that purpose the edition of Mr. Sandars—which must be one of the most successful books of modern times—is not ill-suited, despite all the faults which remain even in the last recension. It possesses the supreme advantage of not overburdening the student's mind with elaborate disquisitions

on debated points. If the result is that it makes Roman law appear much more simple and easy than it really is, we are not sure that this is altogether a fault. Mr. Moyle, we think, errs in the opposite direction. He writes like a scholar for scholars, taking a keen pleasure in rendering into English the latest results of German research. While this is highly creditable to his thoroughness of workmanship, it must be admitted that it tends to make his book less useful to the ordinary student. In the first place, it has caused the work to fill two volumes instead of one—no small difference, considering the class for whom it is intended. In the second place, it has led to the introduction, not only of independent essays (which could be pardoned), but also of lengthy notes which break up the continuity of the text.

We have felt it incumbent to say so much of criticism upon the general plan of the work; but this does not affect our opinion of the manner in which Mr. Moyle has executed it. The General Introduction (pp. 1—74) supplies an admirable summary of what is now taught in Germany about the history of legislation at Rome, forming a strong contrast to what Mr. Sandars still teaches. Each book of the Institutes has an introduction to itself, in which not only are the contents briefly indicated, but the most important matters of controversy are also discussed. In addition, there are some ten excursus which the student may reserve for a second reading; and the commentary below the Latin text occupies, on an average, just one-half of the page. The second volume contains the English translation, which is by no means the least scholarly part of the work. To the first volume there is both an index to the text and a general index.

EARLY LAW AND CUSTOM.

DISSERTATIONS ON EARLY LAW AND CUSTOM, CHIEFLY SELECTED FROM LECTURES DELIVERED AT OXFORD. By SIR HENRY SUMNER MAINE. John Murray.

Sir H. Maine has here collected portions of lectures delivered by him at Oxford while he was still professor of jurisprudence there. Though his present position at Cambridge does not demand the duty of lecturing, it is to be hoped that the series of researches into the early history of institutions is not yet closed.

The present volume possesses somewhat of the nature of a miscellany. The subjects vary, though the method of treatment remains the same. The chapters, essays, or lectures number eleven in all, of which the first four are devoted to a discussion of the influence of religion in the family law of the Hindus. Sir H. Maine here resumes, for the general public, the results of many books which have recently been published by Oriental scholars and Indian administrators. Perhaps the most interesting conclusion is that which refers the origin of the Praetor's equity at Rome to a modification of ancestor-worship, and of the consequent rules of agnate succession. Then follow two chapters on the authority of the King in early times, which were, we believe (though not so stated here), delivered as lectures at the Royal Institution. The last five chapters may be regarded as a comment upon certain theories in the author's own "Ancient Law" (1861), revised in the light of subsequent researches. On the whole, Sir H. Maine adheres to what he wrote more than twenty years ago.

It will be seen that the volume does not contain such far-reaching disquisitions as those with which Sir H. Maine startled the world when he disclosed the remains of the village community in England, or expounded the other type of primitive society preserved in the Breton laws. We have here rather tentative disquisitions, throwing light upon certain subordinate matters. It is hardly necessary to add that half their charm lies in their style. As the names of Austin and Maine stand at the head of two rival schools of jurisprudence, in nothing are the two more strongly opposed than in this matter of English; and we venture to think that Sir H. Maine's sentences have become even more perspicuous with time.

CORRESPONDENCE.

SUMMARY JUDGMENT IN ACTIONS FOR RECOVERY OF LAND.

[To the Editor of the Solicitors' Journal.]

Sir,—Mr. Kenion's reading of ord. 3, r. 6, is evidently incorrect. The rule is governed by the word "actions" at its commencement, not by the word "arising," which has reference to the examples given of money claims only. When we come to the disjunctive at (F.), the governing word is for the first time repeated, and "actions" of a different character to money actions referred to. It was, perhaps, a mistake to use the letter (F.) instead of dividing the rule by a No. —, or allowing it to read as a distinct one, by omitting the words "or (F.)."

DISTRICT REGISTRAR.

Sept. 3.

CASES BEFORE THE BANKRUPTCY REGISTRARS.

Before Mr. REGISTRAR HAZLITT (sitting as Chief Judge).

Sept. 4.—*In re House, Sons, & Company.*

Jurisdiction—Injunction—Restraining proceedings in British colony—Firm trading in England and in colony—Proceedings initiated in colonial court by company having a head office in England and registered under the Companies Act—Bankruptcy Act, 1869, s. 74.

The members of a firm filed a petition for liquidation or composition under sections 125 and 126 of the Bankruptcy Act, 1869, and a receiver and manager was duly appointed by the court, and sundry suing creditors were restrained on a former occasion. One of the partners of the firm being resident in South Africa, an application was made to the court by one of the partners in England for leave to sign the petition on behalf of the absent partner. The application was supported by an affidavit of the partner in this country proving the authority given him by the partner in South Africa to sign the petition, and verifying a cablegram from the absent partner approving of the intended presentation of the liquidation petition.

Wyatt Hart applied on behalf of the debtors and the receivers and manager of the estate for a further injunction restraining the Standard Bank of British South Africa from proceeding with their claim, in the court of Cape Colony, against the estate of the debtors situate there. Since the creditors and the debtors carried on business within the jurisdiction of the London Bankruptcy Court, the court has power, under section 74 of the Bankruptcy Act, 1869, to grant the injunction, and to restrain the bank from enforcing their claim against the debtors' estate, the creditors being within the jurisdiction of the court, their domicile being English, and their registered offices being in the city of London.

HAZLITT, Registrar, granted an *interim* injunction until four days after the first meeting of creditors.

Solicitor, *Howard Rumney.*

OBITUARY.

MR. HENRY HOUGHEN.

Mr. Henry Houghen, solicitor, died at Thetford on the 24th ult., after a somewhat long illness. Mr. Houghen was the fourth son of the late Mr. John Houghen, of Wreham Hall, Norfolk, and born in 1827. He was admitted a solicitor in 1851, and he had practised for over thirty years at Thetford. He was a perpetual commissioner for the counties of Norfolk and Suffolk, and he had an extensive private practice in the town and district. Mr. Houghen was for many years a member of the Thetford Town Council, and he had declined the offer of a nomination for the mayoralty. He was buried at Thetford on the 27th ult.

MR. GEORGE NAPIER.

Mr. George Napier, advocate, sheriff of Peebleshire, died at Edinburgh on the 29th ult., in his eighty-first year, from the effects of a fall. Mr. Napier was the son of Mr. George Napier, solicitor, and he was a nephew by marriage of Lord Jeffrey. He was born in 1802, and he was educated at the High School, Edinburgh, and at the University of Edinburgh. He was admitted a member of the Faculty of Advocates in Scotland in 1823, and he obtained a high reputation as a sound lawyer, and more especially as a conveyancer. In 1830 he was appointed an advocate-depute under Earl Grey's Government. He went out of office in 1834, but he was re-appointed in 1835, and in 1840 he was appointed sheriff of Peebleshire. He had held that office for forty-three years, and he was the oldest sheriff in Scotland. Mr. Napier was a magistrate for Linlithgowshire. He was an active supporter of the Liberal party, and a prominent member of the Free Church. He was unmarried.

MR. FREDERICK PHILIP TOMLINSON.

Mr. Frederick Philip Tomlinson, barrister, died at Mouswold Place, Dumfriesshire, on the 31st ult., after a short illness. Mr. Tomlinson was the fifth son of the late Mr. Thomas Tomlinson, barrister, and he was a younger brother of Mr. William Edward Murray Tomlinson, M.P. for Preston. He was born in 1846, and he was educated at Trinity College, Cambridge. He was a pupil in the chambers of Mr. Murphy, and he was called to the bar at the Inner Temple in Michaelmas Term, 1871. He practised on the Northern Circuit and at the Liverpool and Preston Sessions, and he had a junior business of a good class. He had been for many years a captain in the Inns of Court Rifle Volunteers. Mr. Tomlinson was spending the long vacation in Scotland, where he died after only four days' illness.

LEGAL APPOINTMENTS.

Mr. RICHARD O'SHAUGHNESSY, barrister, M.P., has been appointed Registrar of Petty Sessions Clerks in Ireland. Mr. O'Shaughnessy is the son of Mr. James O'Shaughnessy. He was born in 1842, and he was educated at Stonyhurst College, and at Trinity College, Dublin. He was called to the bar at Dublin in 1866, and he was called to the bar at Lincoln's-inn in June, 1880. Mr. O'Shaughnessy has been M.P. for the borough of Limerick in the Home Rule interest since 1874.

Mr. EDWARD WESTON, solicitor (of the firm of Weston & Postlethwaite), of Leeds, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOHN ARTHUR PARRY, solicitor, of 13, Clement's-inn, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ROBERT PALMER HARDING, accountant (of the firm of Harding, Whinney, & Co.), has been appointed Principal Official Receiver of the London Court of Bankruptcy.

Mr. JOHN SMITH, manager of the London and Yorkshire Bank, has been appointed Inspector-General in Bankruptcy.

Mr. EDWIN HOUGH, of the Board of Trade, has been appointed Chief Clerk in Bankruptcy to the Board of Trade.

Mr. JAMES WILLIAM LOWTHER, barrister, who has been elected M.P. for Rutlandshire in the Conservative interest, is the eldest son of the Hon. William Lowther, M.P. for Westmoreland, and was born in 1855. He was educated at Eton, and at Trinity College, Cambridge, where he graduated in the third class of the Law Tripos in 1879. He was called to the bar at the Inner Temple in May, 1879, and he practises on the Northern Circuit and at the Cumberland, Westmoreland, Lancaster, Liverpool, and Kirkdale Sessions.

Mr. JOHN SMALMAN SMITH, barrister, has been appointed a Judge of the Supreme Court of the Gold Coast Colony, in succession to Mr. Henry Stubbins, resigned. Mr. Justice Smith was called to the bar at the Middle Temple in Michaelmas Term, 1872. He has practised on the Oxford Circuit and at the Shropshire Sessions.

Mr. CHARLES LISTER SHAND has been appointed Revising Barrister for the Northern and Eastern Divisions of Lancashire, in succession to Mr. Thomas Henry James, deceased. Mr. Shand is an M.A. of Trinity College, Oxford, and he was called to the bar at the Inner Temple in Trinity Term, 1870. He is a member of the Northern Circuit, practising locally at Liverpool.

Mr. D'ARCY BEDINGFIELD COLLYER, solicitor, of 26, Leadenhall-street, and of Reepham, has been appointed Clerk to the County Magistrates at Reepham. Mr. Collyer is the son of the late Mr. John Collyer, many years a judge of county courts. He is a graduate of Corpus Christi College, Oxford, and he was admitted a solicitor in 1874. Mr. Collyer has also been appointed Clerk to the Commissioners of Land and Income Tax at Reepham. Both offices were held by the late Mr. Francis Samuel Bircham, of Reepham.

Mr. JOHN WILSON GILBERT, solicitor (of the firm of Overbury & Gilbert), of Norwich, has been elected Clerk of the Peace for that city, in succession to Mr. Elijah Crozier Bailey, deceased. Mr. Gilbert was admitted a solicitor in 1870. His partner, Mr. Walter Overbury, is deputy-registrar of the Archdeaconry of Norwich.

DISSOLUTION OF PARTNERSHIP.

FREDERIC WILLIAM TOMKINSON and HENRY EDWARD FURNIVAL, Burslem, solicitors. Aug. 22. The business will in future be carried on by Frederic William Tomkinson on his own account. [*Gazette*, Aug. 31.]

CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP. 35. LAST DAY OF CLAIM.

BENNETT, EMILY, Otlands, Surrey. Sept. 29. Lott, Great George-street, Westminster.
BRANDRAM, EDMA, Scarborough, York. Sept. 28. Tucker and Lake, Seric-street, Lincoln's-inn.
COLLEGATE, MARTHA, Kennington Park-road, Lambeth. Sept. 29. Barnard, Westminster Bridge-road, Lambeth.
COUCHMAN, HENRY, Lee, Kent. Sept. 30. Keene, Marsland, and Bryden, Mark-lane.
DABRY, SAMUEL, Nottingham, Bulder. Oct. 12. J. and A. Bright, Nottingham.
DEYLAND, JAMES, Croydon, Surrey. Esq. Nov. 1. Hine-Haycock and Bridgman, College-hill, Cannon-street.
GOLDFINCH, MARY, Plymouth, Devon. Sept. 28. Ware and Postlethwaite, Plymouth.
HARMAN, JOHN, Minsing-lane, Colonial Broker. Sept. 30. Keene, Marsland and Bryden, Mark-lane.
MARSDEN, WILLIAM, Longbridge, Lancaster, Manufacturer. Sept. 24. William Marsden, Longbridge, near Preston.
MODLIN, JONATHAN, Newcastle upon Tyne, Gent. Nov. 1. Joel and Co, Newcastle upon Tyne.
MOORE, WILLIAM, Jermyn st, St James. Sept. 29. Johnsons and Co, Austin Friars.
NEWMARCH, REV HENRY, Hessel, York. Oct. 18. Champney, Kingston upon Hull.
SHUTT, EDWIN WILKINSON, Rotherham, York. Gent. Oct. 12. Oakley and Coward, Rotherham.

SIMPSON, WILLIAM, Standish-with-Langtree, Lancaster, Railway Platelayer. Sept. 15. Peace and Ellis, Wigan.
SMITH, WILLIAM, Preston, Lancaster, M.D. Oct. 1. Taylor, Preston.
SUTCLIFFE, WILLIAM, Accrington, Lancaster, Brewer. Sept. 29. Haworth and Broughton, Accrington.
WEARE, ARTHUR, Corona d'Italia, Viareggio, Tuscany, Italy, Gentleman. Nov. 1. Dod and Longstaffe, Berner's-street.
WESTWOOD, JOSEPH, Bow, Iron Ship Builder. Oct. 1. Wainwright and Baillie, Staple-inn.
WIBBERLEY, JOHN, Littleover, Derby, General Dealer. Oct. 1. Fisher and Co., Ashby-de-la-Zouch.
WILLIAMS, HANNAH BEAVAN, Hereford. Oct. 10. Llanwarne, Hereford.
WILLIAMS, WILLIAM, Llanrwst, Denbigh, Farmer. Dec. 1. Ellis, Llanrwst. [Gazette, Aug. 31.]

COMPANIES.

WINDING-UP NOTICES. JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

ALCAZAR, LIMITED.—Petition for winding up, presented Sept 1, directed to be heard before Pearson, J., on Sept 12. Foss and Ledson, Abchurch lane
INDIAN ZEPHYRUS COMPANY, LIMITED.—Petition for winding up, presented Aug 30, directed to be heard before Pearson, J., at the Royal Courts of Justice, on Sept 12. Norton, Queen st, Cheapside, solicitor for the petitioner [Gazette, Sept. 4.]

FRIENDLY SOCIETIES DISSOLVED.

MANCHESTER UNITARIAN SUNDAY SCHOOL UNION FRIENDLY SOCIETY, Kennedy st, Manchester. Aug 25
PENRYN CASTLE FRIENDLY SOCIETY, Penryn Castle, Walton-road, Liverpool. Aug 27
SHEPTON MONTAGUE FRIENDLY SOCIETY (No. 2), Schoolroom, Shepton Montague, Somerset. Aug 28
NEW FRIENDLY SOCIETY, National School, Sowe, Warwick. Aug 31 [Gazette, Sept. 4.]

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

FISKE.—Sept. 3, at Brighton, the wife of Robert Fisher, of Lincoln's-inn, barrister-at-law, of a daughter.
HOOPER.—Sept. 1, at 4, Campden-villas, Barnes, the wife of Miller Hooper, barrister-at-law, of a daughter.

DEATH.

TOMLINSON.—Aug. 31, at Mouswald Place, Dumfriesshire, Frederic Philip Tomlinson, barrister-at-law, of 29, Longridge-road, South Kensington, aged 37.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Aug. 31, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Marks, Samuel Victor, Chapel st, Park lane. Pet Aug 27. Hazlitt. Sept 13 at 11
Rearden, Dennis Joseph, Mount st, Grosvenor sq. Pet Aug 27. Hazlitt. Sept 13 at 12
Vail, John Athy, Farringdon rd, General Printer. Pet Aug 18. Pepys. Sept 14 at 12
Winfield, Frederick, Daws rd, Fulham, Builder's Foreman. Pet Aug 29. Hazlitt. Sept 14 at 12
To Surrender in the Country.
Blake, Alfred, and Alfred J. Blake, Lower Sydenham, Kent, Carmen. Pet Aug 28. Bristow. Greenwich, Sept 11 at 2
Braggins, John Henry, Banbury, Oxford, Timber Merchant. Pet Aug 27. Fortescue. Banbury, Sept 11 at 10
Cameron, Jane, Manchester, Tobacconist. Pet Aug 25. Lister. Manchester, Oct 15 at 12.30
Colligan, William Grant, Southampton, General Draper. Pet Aug 27. Daw, jun, Southampton, Sept 20 at 12
Meredith, James Austen, Saint Austell, Cornwall, Solicitor. Pet Aug 29. Chilcott. Truro, Sept 19 at 12
Middleton, George John, Manchester, Ironmonger. Pet Aug 29. Hulton. Salford, Sept 12 at 11
Raymond, John, Bristol, Builder. Pet Aug 29. Harley. Bristol, Sept 12 at 2
Smith, John, Walsend, Northumberland, Builder. Pet Aug 29. Daggett. Newcastle, Sept 11 at 11
Stones, Henry, West Retford, Nottingham, Farmer. Pet Aug 28. Danby. Lincoln, Sept 17 at 1
Wright, John Rowland, Newmarket, Cambridge, Surgeon. Pet Aug 27. Knowles. Cambridge, Sept 19 at 11

TUESDAY, Sept. 4, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Kennett, Edward Joseph, Longridge rd, South Kensington, Accountant. Pet Aug 29. Hazlitt. Sept 15 at 11
Laws, Robert, Townhall bldgs, Hackney, Confectioner. Pet Aug 30. Hazlitt. Sept 20 at 11.30
Neustadt, Max, Mincing lane, Merchant. Pet Aug 30. Hazlitt. Sept 15 at 1
Viard, Claude Victor, Redcliffe sq, South Kensington, of no occupation. Pet Aug 31. Hazlitt. Sept 15 at 12.30
Western, Sir Thomas Charles Cullis, Park village West, Baronet. Pet Aug 31. Hazlitt. Sept 15 at 11.30
To Surrender in the Country.
Boynes, Richard, St Just in Penwith, Cornwall, Grocer. Pet Aug 31. Chilcott. Truro, Sept 19 at 11.30
Evans, A. T. H., Albert sq, Manchester. Pet Aug 29. Lister. Manchester, Sept 17 at 2
Hirst, Henry, Huddersfield, Yarn Spinner. Pet Aug 10. Snagge. Huddersfield, Sept 17 at 11
Jensen, Peter, Kingston upon Hull, Wood Sawyer. Pet Aug 29. Rolitt. Kingston upon Hull, Sept 25 at 2
Lamb, Henry Newton, Kyton upon Dunsmore, near Coventry, Fancy Warehouseman. Pet Aug 23. Kirby. Coventry, Sept 17 at 2
Renshaw, Richard, and Richard Joseph Pye, Manchester, Plumbers, Pet Sept 1. Lister. Manchester, Sept 17 at 2

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS. FRIDAY, Aug 31, 1883.

Alcock, Joseph George, Stoke upon Trent, Stafford, Merchant. Sept 17 at 2 at office of Bishop and Topham, Bank chhrs, Hanley
Banks, Frederick Lawson, Sheffield, Tobacconist. Sept 13 at 12 at office of Mather, North Church st, Sheffield
Barnes, Thomas, Southampton, Horse Dealer. Sept 14 at 3 at office of Kilby, Portland st, Southampton
Beardshaw, Herbert, and Joseph Beardshaw, Beaufort hse, Beaufort bldgs, Steel Manufacturers. Sept 19 at 12 at Law Society, Bank st, Sheffield. Montagu, Bucklersbury
Beaumont, James, Honley, York, Dyer. Sept 17 at 3 at office of Milnes and Swift, New st, Huddersfield
Belkings, George Juan, Vaughan rd, Camberwell, Tailor's Cutter. Sept 25 at 3 at office of Rumney, Walbrook
Best, Charles, Blandford, Dorset, Coal Merchant. Sept 18 at 1 at Royal Talbot Hotel, Victoria st, Bristol. Hill, Poole
Bidmead, William James, Bath, Grocer. Sept 11 at 3 at office of Titley, Orange grove, Bath
Bristow, Michael Harwood, Shipley, Sussex, Farmer. Sept 19 at 2 at office of Medwin and Co, London rd, Hoveham
Brown, George, Loftus in Cleveland, York, Grocer. Sept 12 at 2 at Queen's Hotel, Bishopstow rd, Stockton on Tees. Warriner and Cross, Dashwood house, Broad st
Bury, Thomas, Over Darwen, Printer. Sept 11 at 3 at office of Walmsley, Knott st, Over Darwen
Butterfield, Richard, Willington, Durham, Innkeeper. Sept 17 at 12 at office of Watson and Smith, Sadler st, Durham
Campion, John, Kingston upon Hull, Boot Dealer. Sept 10 at 3 at office of Singleton, Cogan's chhrs, Bowalley lane, Hull
Chadwick, Robert, Leeds, Chemist. Sept 14 at 11 at office of Brooke, East parade, Leeds
Chambers, Edward, Beoley, Worcester, Farmer. Sept 13 at 3 at office of Jaques, Temple row, Birmingham
Clark, John, Swansea, Grocer. Sept 7 at 3 at 2, Prospect pl, Swansea. Jones, Swansea
Chase, Richard, Manchester, Bookseller. Sept 18 at 3 at Mitre Hotel, Cathedral yd, Manchester. Pinckney, Barrow in Furness
Coates, Michael, Stockton on Tees. Sept 12 at 12 at office of Dodds and Co, Finkle st, Stockton on Tees
Connell, Thomas, Gloucester, Gardener. Sept 14 at 3 at office of Barber, Berkeley st, Gloucester
Cross Henry, Dennington Park rd, West Hampstead, Builder. Sept 24 at 3 at office of Reader and Hicks, Ely pl, H. H. H. H.
Dannatt, Edward, Rothwell, Lincoln, Farmer. Sept 10 at 1 at Angel Hotel, Market pl, Brigg. Todd, Kingston upon Hull
Douglas, Frank, Bickenhill, Warwick, Brassfounder. Sept 12 at 11 at office of Eaden, Bennett's hill, Birmingham
Edmonds, William Henry, Paternoster row, Portmanteau Manufacturer. Sept 7 at 11 at office of Buttler and Co, Moorgate st, Hocks, Victoria pk rd, South Hackney
Farmer, David, Bradford, Tailor. Sept 17 at 3 at office of Rawson and Co, Piccadilly, Bradford
Foley, Thomas, Ardwick, Lancaster, Innkeeper. Sept 6 at 3 at office of Grundy and Co, Mosley st, Manchester
Forster, Thomas Sales, Sunderland, Boot Dealer. Sept 7 at 3 at office of Stanford, Collingwood st, Newcastle upon Tyne
Fowler, John William, Leeds, out of business. Sept 14 at 3 at office of Brooks, East parade, Leeds
Frankish, Jabez, Kirkstall, nr Leeds, Corn Miller. Sept 14 at 11.30 at office of Hardcastle and Barnfather, Calverley chhrs, Victoria sq, Leeds. Hopps and Bedford, Leeds
Gardiner, George, Huddersfield, out of business. Sept 17 at 3 at office of Ramsden and Co, Westgate, Huddersfield
Godfrey, Henry, Acton st, Kingsland rd, Pianoforte Manufacturer. Sept 20 at 3 at office of Cooper and Co, Lincoln's inn fields
Gow, Friscilla Ponting, Bristol, Baker. Sept 8 at 12 at office of Essery, Broad st, Bristol
Groom, Alfred Stephen, Threadneedle st, Ochre Manufacturer. Sept 19 at 3 at 41, Threadneedle st. Cave, Walbrook
Harper, Herbert, and William Henry Harper, New Shoreham, Sussex, Schoolmasters. Sept 19 at 3 at office of Woods and Dempster, Ship st, Brighton
Harrison, Frederick John, Handsworth, Stafford, Draper. Sept 14 at 12 at office of Phillips, Bennett's hill, Birmingham
Henschel, Ludwig, and Adolph Bock, Fenchurch st, Grain Merchants. Sept 18 at 3 at St Michael's hall, George yd, Lombard st. Irvine and Hodges, Mark lane
Herbert, Thomas, Birmingham, Butcher. Sept 11 at 11 at office of Duke and Howlett, Temple row, Birmingham
Hill, Thomas, Worcester, Builder. Sept 12 at 11 at offices of Tree, High st, Worcester
Howse, Nathaniel, and James Early Howse, and Frederick William Howse, Witney, General Merchants. Nov 23 at 3 at Cannon st Hotel. Rumney, Walbrook
Howse, Nathaniel, Henry Early, and Alfred Edward Howse, Witney, Oxford, General Merchants. Nov 23 at 2 at Cannon street Hotel. Rumney, Walbrook
Hudden, John Thomas, Longton, Stafford, Earthenware Manufacturer. Sept 14 at 3 at Union Hotel, Longton. Hatton and Co, Strand
Jenner, Charles, Brighton, Butcher. Sept 13 at 4 at office of Buckwell, New rd, Brighton
Jenner, William Lyne, Bagnor, Berks, Blacksmith. Sept 12 at 11 at Queen's Hotel, Newbury. Lucas, Newbury
Jones, John, Cardiff, Glamorgan, Builder. Sept 13 at 12 at Merchants' Protection Association, Duke st, Cardiff. David, Cardiff
Jones, Thomas, Northampton, Boot Maker. Sept 19 at 3 at office of Pugh, Guildhall rd, Northampton
Kitchen, Thomas, Borough High st, Hop Merchant. Sept 13 at 12 at 17, Duke st, London Bridge. Wellborne
Lansley, Samuel Henry, Newmarket, Cambridge, Trainer of Greyhounds. Sept 17 at 12 at Turl Tavern, Granby st, Newmarket. Rogers, Newmarket
Levy, Isaac, Oldham, Lancaster, Tailor. Sept 20 at 3 at B Committee Room, Old Town Hall, King st, Manchester. Ryland and Sons, Manchester
Mackenzie, Alexander, Leeds, Draper. Sept 13 at 11 at office of Scatcherd and Hopkins, Albion st, Leeds
Maguire, Robert, Birkenhead, Chester, Beerhouse Keeper. Sept 15 at 11 at office of Thompson, Hamilton st, Birkenhead
Martin, Vincent, Liverpool, Tobacconist. Sept 14 at 11 at office of Langton and MacConal, Lord st, Liverpool
Mitchelson, Thomas, Westbourne grove, Bayewater, Auctioneer's Manager. Sept 11 at 3 at office of Canwarden and Simpson, St Stephen's chhrs, Telegraph st, Moorgate st
Newton, Edward, Birmingham, Grocer. Sept 19 at 3.30 at office of Rowlands and Co, Colmore row, Birmingham
Ordway, Thomas William, Birmingham, Bill Poster. Sept 14 at 11 at office of Hart, New st, Birmingham
Owen, John Lawton, Manchester, Painter. Sept 24 at 3 at office of Rycroft and Pickup, Brown st, Manchester

Pallasch, Henry, Castle st, Falcon sq, Fur Manufacturer. Sept 14 at 3 at office of Barron and Co, Coleman st. Raphael, Moorgate st.
 Parker, Albert, Southwick, Durham, Boot Dealer. Sept 10 at 2 at office of Bell, Lambton st, Sunderland.
 Pearson, Henry Robert, and Sarah Eliza Pearson, Bristol, Milliners. Sept 7 at 12 at office of Essery, Broad st, Bristol.
 Pickard, James, Barnsley, York, Grocer. Sept 19 at 3 at office of Rideal, Chronicle chhrs, Barnsley.
 Poole, John Powell, Birmingham, Fancy Draper. Sept 14 at 11 at office of Jackson and Sharpe, High st, West Bromwich.
 Ramsden, Mitchell, Bradford, Mahogany Merchant. Sept 12 at 11 at Law Institute, Bradford. Peel and Co, Bradford.
 Sheppard, William Brain, Newport, Monmouth, Fish Dealer. Sept 11 at 11 at office of Parker, Commercial st, Newport.
 Slaymaker, Richard, Aldermanbury, Skirt Manufacturer. Sept 17 at 3 at offices of Barron and Venn, Coleman st. Raphael, Moorgate st.
 Smith, Ann, Nottingham, Grocer. Sept 10 at 3 at office of Cranch, Wheeler gate, Nottingham.
 Smith, John, Cheltenham, Gloucester, Painter. Sept 12 at 10 at office of Billings, Regent st, Cheltenham.
 Smout, William, Shrewsbury, Baker. Sept 17 at 3 at office of Clarke, Swan hill, Shrewsbury.
 Snowball, Samuel Softly, Low Walker, Northumberland, out of business. Sept 11 at 11 at office of Scott, Pilgrim st, Newcastle.
 Sullivan, Albert, Brighton, Sussex, Boarding house Keeper. Sept 13 at 3 at office of Buckwell, New rd, Brighton.
 Taylor, John Henry, Loughborough, Leicester, Bicycle Maker. Sept 17 at 12 at office of Clifford, Church gate, Loughborough.
 Thomas, Alban, Aldermanbury, Umbrella Maker. Sept 19 at 3 at office of Finch, Borough High st, Southwark.
 Timms, Thomas, Barrow in Furness, Lancaster, Baker. Sept 17 at 11 at Temperance Hall, Greengate st, Barrow in Furness. Garnett, Barrow in Furness.
 Tonliss, William, Huddersfield, York, Beer Retailer. Sept 12 at 11 at office of Craven and Sunderland, New st, Huddersfield.
 Trend, Henry, Devonport, Picture Dealer. Sept 12 at 11 at office of Square and Co, Bank of England chhrs, Plymouth.
 Vizar, William Thomas, Dalwood nr Heniton, Devon, Farmer. Sept 14 at 12 at office of Fewing, Queen st, Exeter. Hartnoll, Exeter.
 White, Samuel Thomas, Bristol, Provision Merchant. Sept 12 at 2 at office of Young and White, Clare st, Bristol. Beckingham, Bristol.
 Whitworth, John, Halifax, Grocer. Sept 14 at 11 at office of Rhodes, Commercial Bank chhrs, Crown st, Halifax.
 Woodward, George William, Henslow rd, Peckham Rye, Grocer. Sept 25 at 2 at office of Watson and Wheatley, Leadenhall st.
 Wootton, Philip, Belbroughton, Worcester, Farmer. Sept 14 at 3 at office of Owen, Colmore row, Birmingham.
 Wootton, Thomas, Nottingham, Agent. Sept 18 at 3 at office of Hunt and Williams, Thurland st, Nottingham.
 Wright, Joseph, East Hulton, Lincoln, Clerk in Holy Orders. Sept 14 at 12.15 at office of Tweed and Co, Saltgate, Lincoln.
 Wyatt, John, Liverpool, Painter. Sept 26 at 12 at office of Collins and Co, Union ct, Liverpool.

TUESDAY, Sept. 4, 1883.

Anning, Richard, Heavitree, Devon, Baker. Sept 17 at 3 at office of Southcott, Post Office st, Bedford circus, Exeter. Orchard, Exeter.
 Baker, Jacob, Croydon, Carman. Sept 21 at 3 at Masons' Hall Tavern, Masons' avenue. Fowler and Co, Borough High st, Southwark.
 Barnes, Bryan, Derby, Chemist. Sept 20 at 3 at office of Mole and Stone, Full st, Derby.
 Barton, George, St Helen's, Tobacconist. Sept 19 at 2 at office of Massey and Hains, Hardshaw st, St Helen's.
 Bazeley, Augustus Ley, Bultih, Brecon, Solicitor. Sept 19 at 2.30 at office of Bazeley, Bultih, Cheese, Hay.
 Benbough, Isaac William, Silk st, Cripplegate, Export Clothier. Sept 19 at 2 at Cannon st Hotel, Cannon st. Shearman, Gresham st.
 Biddler, Bartholomew Parker, Loughton, Colliery Proprietor. Sept 19 at 2 at Queen's Hotel, Chester. Brittan and Co, Bristol.
 Bishop, James, New Swindon, Wine Merchant. Sept 17 at 11 at office of Boodle, Albion bldgs, New Swindon.
 Bland, William Charles, Bridlington, Innkeeper. Sept 17 at 2.30 at Brunswick Hotel, Scarborough. Cooper, Bridlington.
 Bowker, Ernest Francis, Luton, Coal Merchant. Sept 14 at 3 at office of Dubois, Old Sergeants' Inn, Chancery lane. Johnson, Lombard ct.
 Brown, George, Goldenhill, Stafford, Engineer. Sept 13 at 3 at office of Llewellyn and Co, Tunstall.
 Burrell, John Benjamin, Rayleigh, Essex, Chemist. Sept 21 at 3 at office of Finch, Borough High st, Southwark.
 Bussey, Francis, York, Innkeeper. Sept 17 at 10 at office of Dilcock, Market st, York.
 Cave, Edward, Dewsbury, York, Rag Merchant. Sept 14 at 3 at office of Dawson, Union st, Dewsbury. Mitcheson, Heokmondwike.
 Chulow, John, Kingston on Thames, Wine Merchant. Sept 20 at 2 at office of Mossep and Rolfe, Cannon st.
 Coley, James Brooks, Cradley, Worcester, Publican. Sept 15 at 11 at office of Homer, High st, Brierley hill.
 Cook, John, Plumstead, Marine Store Dealer. Sept 25 at 3 at 36, Plumstead rd, Plumstead. Cooper, Lincoln's inn fields.
 Cooke, Dan, Delph in Saddleworth, York, Shawl Maker. Sept 19 at 3 at Plough Hotel, Westgate, Huddersfield. Watson, Oldham.
 Oread, Edmund, Brixton rd, Brixton, Upholsterer. Sept 18 at 3 at office of Greening, Fenchurch.
 Cutler, Josiah, Gainsborough, Lincoln, Grocer. Sept 13 at 11 at office of Baldon, Market pl, Gainsborough.
 Dimond, James, St Thomas the Apostle, Devon, Baker. Sept 14 at 3 at office of Southcott, Post Office st, Bedford circus, Exeter. Orchard, Exeter.
 Down, Henry Huskisson, Paulton sq, Chelsea, Clerk. Sept 20 at 3 at office of Kiseby, Cheapside.
 Downes, John, Birmingham, Licensed Victualler. Sept 21 at 3 at office of Rowlands and Co, Colindale, Birmingham.
 Espley, William, Hanley, Stafford, Baker. Sept 13 at 11 at Sea Lion Inn, High st, Hanley. Hales, Hanley.
 Fowler, Thomas, Sunderland, Grocer. Sept 14 at 11 at office of Edgar, Bridge st, Sunderland.
 Fryer, George, Long Ashton, Somerset, Beer Retailer. Sept 11 at 12 at 22, Broad st, Bristol.
 Gough, William, Rotherhithe, Licensed Victualler. Sept 26 at 2 at office of Rexworthy, Cheapside.
 Green, William, Bolton, Innkeeper. Sept 19 at 3 at office of Hulton and Co, Bowker's row, Bolton.
 Hawkins, George, Twyford, Southampton, Miller. Sept 14 at 2 at office of Guy, Albion ter, Southampton.
 Holliday, Richard Albion, Isleworth, out of business. Sept 12 at 2 at office of Lewis, King's Cross rd, Clerkenwell.
 Hughes, William Henry, Worcester, Licensed Victualler. Sept 17 at 3 at office of Corbett, Avenue House, Worcester.
 Hume, George William, Tolleshunt D'Arcy, Essex, Licensed Victualler. Sept 19 at 11 at office of Cope and Co, Trinity st, Colchester. Marshall.
 Hyman, John, Fulham rd, Fruiterer. Sept 17 at 3 at office of Cooke, Gray's inn sq.
 Jagger, Ben, Halifax, Butcher. Sept 13 at 3 at office of Crossley, Crown st, Halifax.

Jarman, John Baptist, Pilkington, Lancaster, Grocer. Sept 24 at 3 at office of Butcher, Silver st, Bury.
 Jones, Henry, Bolton, Lancaster, Draper. Sept 17 at 3 at office of Dutton, Acresfield, Bolton.
 Jones, Thomas, Abergwilly, Carmarthen, Woollen Manufacturer. Sept 11 at 10.15 at office of Morris, Red st, Carmarthen.
 Keene, Richard, Swindon, Wilts, Nurseryman. Sept 17 at 11 at office of Wilton and Whitby, Albion bldgs, New Swindon.
 Kent, James Richard, Northampton, Shoe Maker. Sept 15 at 3 at office of Andrew, Market sq, Northampton.
 Kinch, Thomas, Rugby, Warwick, Builder. Sept 13 at 3 at office of Gledhill, North st, Rugby.
 Lester, George, Hanley, Stafford, out of business. Sept 19 at 11 at 32, Cheapside, Hanley. Challinors, Hanley.
 Lloyd, Thomas, Burslem, Stafford, Crate Maker. Sept 19 at 11 at office of Tomkinson, St John's chhrs, Queen st, Burslem.
 Lofthouse, Stephen, Scarborough, York, Hotel Keeper. Sept 14 at 3 at office of Watts and Kitching, Queen st, Scarborough.
 Lumley, David, Newcastle-on-Tyne, Blacksmith Bellows Maker. Sept 14 at 11 at office of Pybus, Post Office chhrs, St Nicholas sq, Newcastle-on-Tyne.
 McEwen, James, junr, West Bromwich, Stafford, Axle Maker. Sept 13 at 11 at office of Whitehouse, Dudley rd, Tipton.
 Metcalf, Edward George, Southam, Warwick, Licensed Victualler. Sept 17 at 3 at office of Wood, Southam.
 Midgley, John Bird, Moss Side, Manchester, out of business. Sept 21 at 3 at office of Hankinson, Queen's chhrs, John Dalton st, Manchester.
 Midwinter, William Henry, Brighton, Tobacconist. Sept 19 at 3.30 at 145, Cheapside. Goodman, Brighton.
 Moore, Edmund, Bromell's rd, Clapham, Grocer. Sept 24 at 3 at office of Lea, Old Jewry chhrs, Old Jewry.
 Moore, Henry, Seymour pl, Bryanston sq, Coach Plater. Sept 17 at 2 at office of Cooper and Bake, Portman sq.
 Moss, William, Sheffield, Grocer. Sept 14 at 12 at office of Machen, North Church st, Sheffield.
 Moysain, Joseph, Dore, Derby, Gent. Sept 14 at 11 at office of Porrett, Bank st, Sheffield.
 Musgrave, Samuel, Leeds, Dyer. Sept 19 at 12 at office of Bond and Co, Albion pl, Leeds.
 Oliver, George, Northampton, Plumber. Sept 14 at 3 at office of Pugh, Guildhall rd, Northampton.
 Oliver, William, Findon Hill, Durham, Grocer. Sept 20 at 11 at office of Marshall, Clarendon, Durham.
 Page, Thomas, West Bromwich, Ironmaster. Sept 13 at 12 at Queen's Hotel, Birmingham. Horton and Co.
 Parker, John, Bradford, Common Brewer. Sept 17 at 11 at 12, Piccadilly, Bradford. Robinson and Gordon, Bradford.
 Parker, William Alfred, Oldham, Lancaster, Manager of a Mineral Water Manufactory. Sept 19 at 3 at Oldham Hotel, Yorkshire st, Oldham. Jackson, Ashton under Lyne.
 Patterson, George, Redcar, York, Hotel Keeper. Sept 12 at 4 at office of Draper, Finkle st, Stockton on Tees.
 Perks, Thomas, Birmingham, Brass and Gun Metal Caster. Sept 13 at 10.15 at office of East and Smith, Old sq, Birmingham.
 Peters, Edward Williams, Bristol, Tin Plate and Zinc Worker. Sept 14 at 2 at office of Tribe and Co, Albion chhrs, Bristol. Salmon and Co, Bristol.
 Pully, Philip, Argyle sq, King's Cross, Insurance Clerk. Sept 21 at 3 at office of Kiseby, Cheapside.
 Raymond, Henry George, Bristol, out of business. Sept 13 at 12 at office of Benson and Carpenter, Bank chhrs, Corn st, Bristol.
 Roberts, Charles Thomas, Lower Norwood, Surrey, Grocer. Sept 14 at 2 at office of Minshall, Change alley. West, St Paul's chhrs, Ludgate hill.
 Rogerson, William, St Helen's, Lancaster, out of business. Sept 20 at 3 at office of Riley, Oxford chhrs, Lord st.
 Schmid, Ernst Albert, Nunhead, Surrey, Commission Agent. Sept 20 at 2 at office of Cannon and Terry, Wool Exchange, Coleman st.
 Sennitt, Alfred, Desborough pl, Harrow rd, Cheesemonger. Sept 20 at 2 at office of Cooper and Bake, Portman sq.
 Sharples, James, Gt Harwood, Lancaster, out of business. Sept 14 at 11 at office of Ell and Haworth, Lord st West, Blackburn.
 Shipway, Thomas, and Horace Rushell Woodrow, Argyle st, Regent st, Talloms. Sept 21 at 12 at Law Institution, Chancery lane. Stollard, South Molton st.
 Smart, Joseph, Bristol, Innkeeper. Sept 17 at 2 at office of Hobbs, Clare st, Bristol.
 Swain, John, Enfield, Market Gardener. Sept 20 at 3 at office of Rumney, Walbrook.
 Taylor, Jesse, Ashmore, Wilts, Labourer. Sept 17 at 12 at office of Rawlings, Walbrook. Rutter, Shaftesbury.
 Tiplady, William Callis, Blackburn, Printer. Sept 20 at 3 at office of Backhouse, Victoria st, Blackburn.
 Tricks, George Snow, Bristol, Auctioneer. Sept 19 at 12 at office of Tribe and Co, Albion chhrs, Bristol. Ferham, Bristol.
 Turner, Robert, South Hackney, Butcher. Sept 11 at 2 at office of Holroyde, Finsbury pavement.
 Unthank, Charles, Tottenham, Grocer. Sept 12 at 2 at office of Pullen, Basinghall st.
 Vignoles, Charles Augustus, Crosby sq, Bishopsgate st Within, Commission Agent. Sept 11 at 2 at office of Watts and Burton, New inn, Strand.
 Vine, John Henry, Aldersgate st, Builder. Sept 14 at 12 at 83, Gresham st.
 Wagg, Theodore, Beeston next Mileham, Norfolk, Corn Dealer. Sept 17 at 12 at office of Cullay, Bank st, Norwich.
 Waide, Francis William, Rotherham, Stove Grate Manufacturer. Sept 24 at 3 at office of Oxley and Coward, Hoole's chhrs, Bank st, Sheffield.
 Warr, William, Birmingham, Builder. Sept 12 at 3 at office of Rowlands, Colmore row, Birmingham.
 Watkins, William, Ludlow, Innkeeper. Sept 13 at 12 at Star and Garter Inn, Curve st, Ludlow. Bowles, Ludlow.
 Whatmore, Charles, Worcester, Accountant. Sept 17 at 11 at office of Corbett, Avenue House, the Cross, Worcester.
 Williams, John Robert, Liverpool, Builder. Sept 24 at 3 at office of Rose and Co, North John st, Liverpool. Pemberton and Co, Liverpool.
 Williams, William Robert, Putney, Builder. Sept 19 at 3 at Anderson's Hotel, Fleet st, Marshall, King st West, Hammersmith.
 Wolfenden, George, Dewsbury, Auctioneer. Sept 13 at 3 at Law Society, Bond st, Dewsbury. Ibberson, Dewsbury.
 Wright, Charles Frederick, South Streatham, Grocer. Sept 17 at 2 at office of Norris, Gray's inn pl, Gray's inn.

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